(LXIId YEAR.) THE (No. 2096.)

MARYLAND GAZETTE.

THURSDAY, MARCH 15, 1787.

[*Continued from* No. 2094.]

TO GABRIEL DUVALL, Esquire.

SIR,

YOU say I contended in my first address, that you were not entitled to commission on resales, and in my subsequent publications I deny your right to commission in *every instance where bond and security had not been given*, and this you insinuate is an absurdity. You have not said directly that I had changed my ground, or had committed an inconsistency, but this you wish to be believed, and as many people do not retain the news-papers to examine past publications, you were in hopes that some might suppose your insinuation well founded, although you know that it was most unjust. I not only objected to double commission in my first publication; but also to the commission charged on the *unbonded debt*, it was the second objection to the commissioners accounts, and amounted to the sum of £ 875 0 0, upon the capital stated by me to be £. 35,000, which you allege was magnified. The objections made to your accounts, and the grounds of those objections, have never been varied throughout my publications, and to shew an instance of inconsistency, you must have recourse to your never-failing resources, fiction and misconstruction.

The circumstances, inducing me to direct resales, have been stated, and therefore need not be repeated. The discretion vested in the intendant by the legislature was exercised according to the best of his judgement, having no possible motive to form an improper opinion upon any of the cases —You have endeavoured to shew that Mr. Long was able to pay the sum of £ 12,294 10 0, the amount of the first purchase, because you say he had some valuable property near the land he purchased, and had a claim for damages against the state, which was afterwards ascertained at £ 900, of which the state was to pay $\frac{11}{16}$.—I apprehend in cases where the purchaser upon just grounds was supposed by the intendant to be unable to pay the *whole purchase money*, the sale ought to have been declared void.—Suppose this opinion to be right, I ask, by what calculation do you make Mr. Long able to pay the purchase money? The property bought, I presume, sold as high, at least, at your sale, as it would have done at a sale by the sheriff, if suit had been commenced against Mr. Long, and execution issued against his property; the amount of the second sale is £. 5,538 2 6, add the state's part of Mr. Long's claim £. 616, the difference between these two sums and the sum of the first sale is £. 6,140 7 6. Will you pretend to say that Mr. Long's estate, near the purchase, or elsewhere, was sufficient to pay this balance? It is also known to you, that the claim of Mr. Long for damages was settled *long after the resale was ordered.* Where persons are in doubtful circumstances, commencing suits seemed to me the worst way of securing the state, and this was certainly the idea of the assembly, or they would not have given the discretionary powers to declare the sales void, in case of inability to pay the purchase money and interest.

If the first sale had been declared void by you, upon the first neglect or refusal to give bond, the property would most certainly have brought greatly more to the state than it has done.—And you will not undertake to say, that if you had put up the property, at the time you ought to have done so, that it would not have brought far more than it did when last sold. I was informed, that Mr. Hughes bid for several lots, and particularly the lot on which the Kingsbury furnace stood, which sold to Mr. Long for £. 5,492, and, to the best of my remembrance, Mr. Hollyday admitted, before the council, that Mr. Washington bid for the property. There certainly must have been other bidders, besides Mr. Long, for this property, or it would not have sold so high as it did.

You deny you gave me the information, which I have alleged you did, respecting Mr. Paxson's offer; —your denial does not at all surprise me, although the fact denied was most certainly as asserted by me. —You accuse me of misconduct in neglecting to sell this property to Dr. Way, by which an advantageous bargain for the state was lost. This charge is perfectly consistent with that spirit which has never forsaken you since my objections were first made to your accounts, and which has so often led you blindly on to attack, though to get at the object, justice, propriety and truth, are trampled under foot. You know, if you have *read the law*, that where sales were set aside by the *intendant* and resales ordered, the *commissioners alone* had the power to make the resales—that the intendant had no power to bargain for, or sell, property under these circumstances, and if he had undertaken to sell this property at private sale, without authority, you would have been clamorous against the usurpation, especially as it might have deprived you of a pretence of claim to commission —I acted agreeably to law, in vacating the sale, and directing a resale, by the *commissioners*; and you now charge the obedience to law as a fault. How blind are men when malevolence and resentment have the direction of them.

You say, that reasonable notice was all that was required, by law, previous to the resale of property. By the act for consolidating the funds, &c. notice is not directed to be given; but the law, under which the property was first sold, directs, that four weeks notice should be given; and the resale ought to have been conducted in the same manner as directed for the original sale. This, I conceive, was the idea of the legislature, or they would have directed particularly as to the notice to be given upon the resales.

To my allegation, that the low sale of James's Park was owing to the manner of conducting the business by the commissioners; you answer, that it is nothing but the peevish sneer of old age; that there were several bidders besides the two companies.—This fact is asserted, but not proved, and you evade, altogether, answering an obvious objection to your mode of conducting the business, which is, *that you did not set the property up at what you esteemed nearly its value*; if you had done this, you would have soon discovered whether it could be got for the land. Upon this subject I will further observe, that you either thought the land sold at the second sale for its value, or you did not; if the latter, I say, it was in your power, and your's only, to have prevented this injury to the state, by conducting the sale properly; but if you are of opinion the property sold for its value, then you have been guilty of wilful injustice, by attempting to throw an odium upon me for the low sale of property, which, you admit, sold for its value. What you have said of a recovery from the first purchaser upon the commissioners contract, with a warranty, as you are pleased to call it, is too palpable a deception to pass upon the most unthinking.

If you are really in earnest in making this surmise, why was not this contract lodged in the treasury with the other securities? Every body might then see whether it agreed with the charge on your books, and might judge of its effect.

The charge of neglecting your duty, to sell the property again if bond and security was not given by the purchaser immediately on the first sale, you have endeavoured to evade by a subtile distinction between void and voidable. My meaning was expressed in language which you could not misunderstand—and you admit, "that the commissioners had a right to resel the property, upon refusal by the purchaser to give bond," and I allege, that it was your duty to have done this, if any regard is to be paid to the laws under which you derived your authority.—Whether your neglecting this duty has been productive of advantage or loss to the state, is a question, upon which, we widely differ, and the grounds of this difference have been already stated. The fact is, that a very considerable part of the state revenue remained unsettled, and is still in doubt, by your mode of proceeding, which would have been settled, and ascertained, by attending to the directions of the legislature; and I should not hesitate to declare my opinion, that in most cases of sale, either of public or private property, when the purchaser begins to make objections, excuses, and delays, the sooner another purchaser is found the better for the seller. You allege, that the sales in controversy were extravagantly high, and therefore the state would have lost by a resale; but have these extravagant high sales brought any money into the treasury? Or was it possible to have procured, from the purchasers who did not give bond, a sum equal to what the property would have sold for to others, who would have bonded, had the property been resold, as it ought to have been?—Take the instance of Mr. Long's purchase, and suppose he had been sued after the act for consolidating the funds passed, and judgment had been obtained, and execution issued, and the property sold could have been taken in execution with all his other property; would the whole have sold for as much as the state's property would have sold for to a solvent purchaser, on the day Mr. Long first bought?—I am satisfied no man acquainted with the circumstances will assert the affirmative! And if so, it must be admitted, that all the difference was lost to the state by your mismanagement.

You still insist, that the commissioners are entitled to commission on the unbonded debt, because they commenced suits for the debts.—I contend, that the directions of the law not being fully complied with; the commissioners are not entitled to *commission* upon the unbonded debt; and that the payment of any *compensation* to which they may be entitled for having *partly* done the business, ought to have been delayed until the money due from the debtors *was paid or secured* to the state. To induce an opinion, that the money due from the debtors *was secured to the state when you received commission*, you have now published a certificate of the clerk of the general court, that judgments were obtained in *May* and *October* terms last to the amount of £. 29,117 9 $3\frac{1}{2}$ current money.

It will readily occur to every reader, that upon the present argument it is material to know the sums recovered at the *respective* terms, because, as you received payment of commission upon the greatest part of this sum in July last, it is clear the judgments in October ought to have no influence on the question, even supposing that judgments in the general court secured the debts to the state. You were aware of this, and therefore blended the judgments of the two courts.—The fact is, that at May term final judgements were obtained for the state against debtors who had not bonded to the amount of £. 13104 17 11.—The judgment against Aquila Johns being by default for want of a plea, and not final until October.—At October court judgments were obtained to the amount £ 16,012 11 $4\frac{1}{2}$. No part of the money, that I know of, has been paid on any of these judgements—and Mr. Henry Howard has filed a bill in chancery for relief, and Mr. Johns, or colonel Ramsey for him, has filed a petition, or bill, in chancery, as I am informed, and these two debts amount, according to my calculation, to upwards of £. 7000. —How many others will file bills in chancery, it is impossible to tell; and what will be the ultimate determination in the cases, is uncertain; and therefore, as no compensation is justly due to you, unless the state is secured in the payment of the sums for which commission is charged, and unless it appears the state has suffered no loss by your mode of conducting the business, your claim on this account ought to wait the issue of a final decision upon the application of the debtors.—Whether the payment of the unbonded debt, under the circumstances stated, is certainly secured to the state, every intelligent man will be able to determine; and if it should appear that the payment of this debt is not secured, then the conclusion, which I have drawn, and which you seem to admit the justice of, by attempting to invalidate my premises, must be admitted to be right.

The case of Stephen Steward and company, was stated in my last, and I therein gave the true reason of my ordering suits to be commenced, which was in consequence of a conversation with colonel Ramsey, and not from any information from major Yates. You insist that Mr. Steward bought the property; but you do not pretend that you can find out who the company were.

The property disputed consists of eleven lots of land, charged to Stephen Steward and company, and how far the proof you have adduced to establish the charge contradicts the affidavit of Mr. Steward, those who compare them will determine. The evidence adduced by you was altogether unknown to me, and therefore your charge of neglecting the testimony of disinterested witnesses, and having recourse to the oath of the party, is groundless. The affidavit of Mr. Steward was not given under any impression that it could be used, or have any influence, in the suits against him, and your insinuations on this head are without any kind of foundation in truth or justice.

Neither what I have done, or what you have asserted, respecting this purchase, can have the least influence upon the state's claim, which must depend upon the weight of evidence at the trial; and therefore your charge against me of injuring the state's right, must appear perfectly frivolous.

You have not thought proper to add any thing to what has been said on the third objection, which was grounded on the injustice of your receiving cash for what was claimed by you from the state, and paying certificates for what was due by you to the state, not because you really think the objection frivolous, but because you can say nothing on it that has the appearance of plausibility, even to yourself.

The subject of the deficiency of ore and coal at the Lancashire works, has been fully discussed.—That the quantity credited to the state, is greatly less than the quantity first sold, has been proved; and it has been shewn, that these articles having been improperly withheld from the purchaser, has been greatly detrimental to the state. That the commissioners sold, or were privy to the sale, of these

articles; I collect both from colonel Ramsey's letter, published in my last, and from the articles being charged in the *commissioners* books, and not in *Mr. Russell's*, and the report cited by you, which was grounded upon Mr. Garretson's application, stating the sale to have been by Mr. Russell, does not destroy the evidence arising from the circumstances before mentioned, because as to the subject of Mr. Garretson's petition, the fact, *who sold* the ore and coal, whether Mr. Russell, or the commissioners, was not material; and it is also observable, that the resolve mentioned in my last, does not state who sold the ore and coal. The loss, which the state has sustained by this transaction, you would now ascribe, in great measure, to the damage done the *works*, by persons not under your control; but if you will examine into the matter more minutely than you seem to have done, you will find that the great and principal damage was the loss of the ore and coal, which certainly was a consequence of colonel Ramsey's order, that these articles should be given up.

Although you have traduced and vilified me in the most gross terms when it suited your purpose, yet when anything which you allege has fallen from me formerly weighs in your favour, you are very ready to catch at it to support your own reputation; now I should suppose if you really believed I deserved all the coarse epithets you have so liberally bestowed, you would not suppose my testimony in your favour ought to be admitted to weigh at all on the side for which it was given, but the reverse With all your desires to misrepresent and misinterpret, can you seriously be of opinion that the conversation to which you allude, the particulars of which I do not now remember, can be fairly used to destroy the objection made to the commissioners account, or to contradict the motives which have been ascribed to their conduct, in particular instances? At the time the conversation happened, whatever it was, I had not the grounds and facts to judge on, which have since come to my knowledge. It is not my disposition or practice to pronounce unfavourably, without the surest grounds. Whatever opinion I gave at the time you refer to, was under the impression, which I hold right, to judge favourably where proof is not clear and decided against the persons of whom a judgment is formed; but this by no means precludes from forming and giving a different judgment when the proof is too clear to be doubted by the most charitable. By assigning weight to the declaration you say was made when I was less under the influence of prejudice than I now am, you seem to have altogether forgotten, that you had charged me with having such enmity to, and prejudice against the commissioners, long before the time of the declaration, that one principal motive of my vacating the sale of Nanticoke manor to the injury of the state, was to discredit the commissioners, and I think to have acted from such motive, a man must have been as much blinded by enmity and prejudice, as it is possible for human nature to be, and in truth to take the declaration as you state it to have been, is of itself sufficient to disprove your repeated allegations, that I had on all occasions shewn the strongest desire to traduce and injure the commissioners, and if you were not deaf to the voice of reason, you must allow that I have never wantonly meddled with the commissioners, or shewed on any occasion, the least desire of doing them an injury, and if the malevolent spirit which you have attributed to me had existence, I certainly had no personal reason to suppress it, at the time referred to, at least as to some of the commissioners.—If I comprehend your argument, to shew your right to a commission on the property laid off to Mr. Russell, it is, that you had as *much trouble and expence* in doing this as if the property had been sold at auction; and that as you would have been entitled to receive *a per diem allowance for the time spent in doing this business, had it been done while you acted under a per diem allowance*, you are of course entitled to a commission on the value of this property. It appears to me that your reasoning, if it may be so called, is by no means satisfactory. The law under which alone you can be entitled to commission, gives it only upon the amount of sales in full for all services. The law does not give a cammission for years of trouble or millions of expence, unless there be *a sale of the property made by the commissioners*, and in this instance there was no sale but a partition.—The per diem allowance was given for every day spent in the public service, and therefore shewing you would have been entitled to a per diem allowance, does not prove your right to commissions, the point upon which the right depends being altogether different. Suppose for instance, that while the commissioners acted for a per diem allowance, a sale had been advertised at a distance, the commissioners went to the place of sale, but the weather was so bad that no purchasers came, and of course no sale. The commissioners would nevertheless have a just claim to their per diem allowance for every day spent in going to, remaining at, and returning from, the place of sale. But suppose the same case while they acted under commission; they certainly would not be entitled to commission. This shews that the same rule is not applicable to prove a claim to commission and a claim to per diem allowance.

—To prove that the trouble and expence does not give a right to commission. Suppose the commissioners went twenty times to the place of sale, and from badness of the weather, or other accidents, no sale was made, the commissioners could not be entitled to commission on *the value of the property*, although they had more trouble and incurred more expence than they would have done if the property had been sold at the first time of meeting, which would have entitled them to commission. If extraordinary trouble was given where no commission was allowed, and the commission was not enough *upon the whole*, for all services, there might be just grounds to *apply to the legislature* for reasonable *compensation*, and this you ought to have done in the instance mentioned, if you supposed you ought to have any thing for doing this business; but to lay down a rule for compensation to yourselves, in a case not provided for, was acting both as judges and parties.

This property was valued the 22d of October, 1782, and is charged in your books in the following manner:

Thomas Russell to confiscated property per sale book, page 37, £. 5550 7 6, omitted the 2d April, 1782.

This was to give colour to a charge of commission, which you never lost sight of in your most zealous moments of attention to the interest of the state. It appears to me, that whenever any officers have a particular allowance for the usual and common services, to be performed by them, that if other services are directed to which the allowance is not applicable, by the terms of it, and no allowance is made by the law directing the service, that the legislature considers the service as incidental to the office, and intends no reward for it, and I conclude from the silence of the legislature as to reward where this service was directed, no reward was intended to be given, and that to establish your claim to commission, you must not have recourse to the law by which commission is given, but you must make a law for the purpose.

The act of assembly gives a commission upon *the amount of your sales*, your law is, to give commission in all cases where *there have been no sales, if the commissioners had as much trouble and expence as if there had been sales*. If I recollect rightly, an act of assembly gave the commissioners power to bring suits for property to which the state had right. Suppose under this power suits had been brought, and the commissioners had attended to these suits with some trouble and expence, and had recovered property, I ask if commission could have been charged upon the value of the property? It certainly might, if your reasoning is sound.

I stated, that in examining the commissioners account, it appeared, that they had in the year 1782, given the state credit for £. 1186 4 0 specie, and that you had set the above sum of specie against so much of your commission, when in truth about half the sum in specie was worth the sum of £. 1186 4 0, of your commission, payable as directed by law. Your reply to this is, that the specie mentioned by me, was expended for the state, and paid into the treasury, and therefore there is no ground for what I have said; and you also allege that the reverse of what I have stated is true, the commissioners having received red money when they were entitled to specie. To set this matter in a proper light it is necessary to give an exact state of your account as it passed, and from which I made the allegation.

Dr. The state of Maryland to the commissioners of confiscated estates.

To Clement Hollyday services 300 days 50/	£.	750	0 0
To Nathaniel Ramsey do. 320 do.		800	0 0
To Gabriel Duvall do. 161 do.		402	10 0
To 2½ per cent. commission on £. 298 689 6 8, as per sale book and list in the auditor's-office,		7467	4 8½
To 465¼ bushels of wheat, short received on order the 15th Nov. 1782, at 7/6		174	9 4
To cash paid for freight of wheat to the Head of Elk		15	9 10
To do. for surveying, as per account rendered,		55	7 6
	£.	9645	1 4½

Proved, the 29th of March, 1786, by Clement Hollyday and Gabriel Duvall, before

(Signed) JAMES BRICE.

N. B. Mr. Hollyday was commissioner throughout the whole business, Mr. Duvall from the 11th of July, 1781, to the 21st of November, 1782, and from the 18th of September, 1784, to the 20th of December, 1785.

Contra. Cr.

By £. 93 state money received the 7th of March, 1781, by Clem. Hollyday of the eastern shore treasurer at 3¼ for 1,	£.	28	12 3
By cash received of the western shore treasurer 29th of Aug. 1781, red,		170	0 0
By do. Sept. 1, 1781, do.		50	0 0
By do. Jan. 1, 1782, do.		150	0 0
By do. July 22, 1782, do.		351	7 9
		750	0 0
By do. April 12, 1784, specie,		200	0 0
By do. of Dan. Jenifer, on account of iron-works,		5	12 0
By do. do. of Layton and Sears, tenants on Indian Lands,		9	10 0
		965	2 0
By do. received by Nath. Ramsey of treasurer 8th of July, 1782,		805	0 0
By do. do. the 12th of April, 1784, £. 1005,		200	0 0
By do. by G. Duvall 18th March, 1782,		357	14 6
By do. received of Levin Lecompt,		196	4 0
By overcharged in expences to B. Morgan's account,		22	10 0
By cash received Hollyday, Ramsey, and Duvall, for iron from John Skinner, Nottingham works, specie,		450	0 0
By do. do. do. do.		540	0 0
By do. of the treasurer March, 1782, red,		1000	0 0
By do. June 5, 1782, do.		1000	0 0
Order the 15th of November, 1782, 3000 bushels wheat, no. £. 4115,		1125	0 0
By cash received by Hollyday, and Duvall, of the treasurer December, 1784,		171	15 2
By balance of cash account in the commissioners books,		587	3 4½
By balance due the commissioners,		2224	11 8½
	£	9045	1 4½

By the account it appears credit is given to the state as suggested by me; there is no date to these credits, but as the date next antecedent is the 18th of March, 1782, I presumed the money was received in the year 1782, and subsequent to the 18th of March. It appears also that there is no charge in this account of money paid into the treasury, or money expended for the state, except the sum of £. 35 7 6 for surveying. The other charges are all for per diem allowance, and for commission. The per diem allowances were separately kept settled by the respective commissioners with the auditor, their accounts passed and paid by orders on the treasury in the year 1782, except about twenty days charged by you in January 1782, which was not brought into your account as settled and passed in that year, so that the per diem allowances which were *separately kept* had been settled and paid, except a small sum to one of the commissioners, had no connection with the *joint* accounts of the commissioners for commission, and in fact the charge of commission, and the small sum of £. 35 7 6 for the expences of surveys, and about twenty days allowance to you, were the only real debits in your account; this being the case, and the credits being given as before stated could be applied to nothing of any consequence but your commission; if, according to your assertion, you paid to, and expended for the state, the sum of £. 1186 4 specie, then it ought to be struck out of this account altogether, or the payment and expenditure ought to be charged in the account, and if either of these is done, the balance due you will appear to be £. 3410 15 8, instead of £. 2224 11 8. Is the former the sum which can be claimed by you, or is the latter all you pretend to? If your state of your payments and expenditure is right, and you received no other money applicable to those payments and expenditures, and your commission was right as charged, you would certainly be entitled to the former sum; and I believe no person will be of opinion, that it would not be claimed, if there was the smallest colour of right to it. How is this matter in truth and reality? Why did not you make the charges of the payments and expenditures? And why was the credit for this specie given in your account for commission, if it was not applicable to the debit for commission? I made my conclusions from your own account, if any thing exists which the account did not shew; it was next to impossible for me to know it, however industrious in my researches.—I see the sum of £. 450 specie received, credited in account of commission, which, it would appear from the manner of stating the account, was received in 1782. No charge made of payment of this money into the treasury. Would it ever occur to any man, that to know that whether there was not a charge answerable to this credit, and different from the charges in the account, that he ought to examine the treasurer's books, in the year 1781, to see if this money was not paid into the treasury?—You have given a copy of a receipt, by which it appears the *commissioners*, on the 3d of July, 1781, paid a sum of £. 450 into the treasury; if this is the same money, with which you credit the state in your account for commission, the payment ought to have been charged; but it appears by the receipt, that this money was paid to the treasurer *before* you were appointed a commissioner, which, according to the note to your account, was not until the 11th of July, 1781. This being the case, for what purpose could money paid to the treasury by the commissioners *before you were appointed* be brought into the joint account of Hollyday, Ramsey, and Duvall? If the money was received and paid by other commissioners, as the sum, for which the receipt is given, certainly was; what had *you* to do with *it*? The commissioners having received the money, under the sale you say was directed, paid it into the treasury, both the receipt and payment are proper for the accounts of those who received the money and made the payment; but it does not appear to me, that it was at all connected with a joint account in which *you* are a party, and in which, the only unsettled charge, of

any consequence, was for commission, and to which alone the credits can be applied, according to the account, as stated. The commissioners received and expended considerable sums of money, besides those credited in this account, none of which are brought into it; but appear in other accounts, in your books, wherein the receipts are credited, and the expenditures charged. Now if the sums I have mentioned were not applied to pay your commission, why should they, above all others, and contrary to what is done by you in other cases, be brought into the account of your charges for allowance and commission against the state?

The sum of £. 540, you say, was expended for necessary charges and services, which the red money would not answer, that these appear on your books, and the vouchers for expenditures are in the auditor's office. I have not examined the auditor's office for the vouchers, but can say with truth, that I have not been able to find any entry in your books respecting the sums of £. 450, and £. 540, before mentioned, except in the account for allowance and commission, as before stated; nor does it appear that I can discover how you obtained, or how you applied these sums, except to the payment of your commission. There is an account on your books for expences attending the sales of property.—Surveying, &c. to the amount of £ 2096 4 9½; but there is no mention of the above sums in this account, nor do either of them appear upon your cash list, that I can see. From these circumstances I can with safety appeal to every man, if the conclusion I made from your account was not rational, and even you must allow, either, that the sums were not applied as alleged, or you must have received other money corresponding with these sums, or that the state owes the sum improperly credited above what the sum claimed by your account, amounts to —Upon examining your book, since my last publication, I find that the sum of £ 196 4 0, received from Levin Icompt, is credited in his account in it, and the page of the book, and the sum received, is referred to by your cash list. If expended as you allege, why it was not brought into an account entirely unconnected with that of the expenditures, you best know. It is said by you, that you were entitled to specie for your per diem allowance, and therefore would have been justified in applying any specie in your hands to the payment of what was thus due to you. But whatever you may now pretend to think upon this subject, it appears by the following copies of the commissioners accounts and receipts for their per diem allowances, that they did not think it right to apply the specie to the payment of their allowances which nevertheless they have applied to discharge their commission.

Dr. The State of Maryland in account with N. Ramsey.

To his services as a commissioner 322 days betwixt March the 1st, 1781, and Jan. 23d, 1782, at 50/ per day	£.805	0 0
Contra.		Cr.
1781, Aug. 14. By cash from treasurer	25	0 0
Dec. 4. By ditto from ditto	275	0 0
	300	0 0
By balance due	505	0 0
	805	0 0

June 28, 1782, proved before me and passed for £.505, specie,

Signed, ZEPHANIAH TURNER, auditor-general.

Received an order on the western shore treasurer for the above.

Signed, NATH. RAMSEY,

Dr. The State of Maryland in account with Gabriel Duvall.

1781. To 19 days service in July as commissioner of confiscated property at 50/ per day	47	10 0
To 19 in August	47	10 0
To 24 in September	60	0 0
To 23 in October	57	10 0
To 28 in November	70	0 0
To 28 in December	70	0 0
To cash paid John Gwinn, Esq; clerk of Charles county, for extracts of records	2	7 6
To ditto to John Hammond for wood	2	17 0
	357	14 6

March 18, 1782, proved before me and passed.

Signed, ZEPH. TURNER, auditor-general.

On the back of which account thus endorsed:

Received, the 18th of March, 1782, an order of the governor and council for the within sum on the treasurer of the western shore.

Signed, G. DUVALL.

Dr. The State of Maryland with Clement Hollyday.

To his service as commissioner 300 days at 50/ per day	750	0 0
Contra.		Cr.
1781. By £.93 state money received of eastern shore treasurer 3¼ for 1	28	12 3
By cash received of western shore treasurer, 8th August red	170	0 0
By ditto 18 September	50	0 0
By ditto January 1, 1782	150	0 0
By ditto July 22, 1782	351	7 9
	750	0 0

If you had specie in your hands when these accounts were passed and paid, you certainly did not intend to apply it to their discharge, because if you did, you would have received a payment both in specie and red money for one and the same charge.

Supposing that you received the specie in 1782. I alleged that its being then worth near twice as much as an equal nominal sum of your commission, that you ought to have given the state credit for the worth of the specie in discharge of your commission. In your reply to this you have first changed the question, and then have given an answer by no means pertinent to the fact, because, according to your own state, you received the specie in 1781, and if it was not applied, must have had it in hand all the year 1782, in which year, according to your own account, the red money was depreciated, and when great part of your commission became due. This being the case, what influence can the price of wheat in 1783, or the then state of the red money have upon the position advanced by me? For, according to the state of the fact supposed, you had the specie in hand at the time when the red money and wheat, in which your commission was payable, were at the low price mentioned by me I never, that I recollect, heard of the application for the furniture of the Nottingham works; you did not return it to me as unsold, and therefore it was not sold by me while intendant.

It seems you now give up the point upon the construction of the act under which the purchase was made by Mr. Johns for colonel Ramsey, and say you only meant in your last publication to state the transaction without giving any opinion upon the construction of the law. It is true that you did not give an express opinion upon the question of construction; but it is as equally true that you endeavoured to impress others with the opinion that the construction was different from that contended for; and thus you wished to deceive, by inculcating an opinion you knew was not defensible, and now that you find the attempt unanswerable, exposed, you think you get off very smoothly by saying you *gave no opinion*. Why did not you confess at once, with the candour of a man desirous of doing justice, that the construction was as alleged by me? This would not have precluded you from saying every thing you chose in favour of the motives of your friend, instead of this you gave an unfair state of the acts, mentioned, the opinion of able counsel, and concluded contrary to the fact, that the state gave up the point. My observation upon the construction of the acts alluded to, and the circumstances attending the sale were made in answer both to you and colonel Ramsey upon these subjects; and although I shall not dispute your legal knowledge or his whiggism, I cannot admit that the first is conclusive proof, that you have never improperly deviated from the rule of law, or the latter, that he has not acted contrary to duty and the public welfare in the transaction referred to.

[To be continued]

DAN. of ST THO. JENIFER.

MALTA, *October* 21.

EVERY moment we expect the Venetion fleet here, and the chevalier Condulmer, who is to take the command, and return with it to the Barbary coast. It is said that the chevalier Emo has orders to repair to Corfu to take command of a new fleet which is now ready, the destination of which is for the archipelago. The latter fleet is intended to oppose the force of the captain Pacha, and repress the insolence of the Pacha of Scutari.

LONDON, *December* 19.

Extract of a letter from Gueldres, December 7.

"Ever since the return of his serene highness the prince of Orange, to his residence in this province, affairs wear a very placid appearance; and there is now an hope that matters will very shortly return to their due order There is a talk here, that the hereditary prince will visit the court, in alliance with the house of Orange, in the spring. The continued rains begin to cause various inundations."

Extract of a letter from Tenerif, November 16.

"The volcano at the top of the mountain in the island of St. Magdalena, vulgarly called the Pike of Tenerif, from which there has been no material eruption, for a long series of years, burst out very suddenly on the morning of the 10th, with a black smoke, which was succeeded by lava, and the casting up of hot stones, some of which fell on board the shipping and caused great alarm. It has since lessened, but the flame is prodigious."

One object that is to be attained by Mr. Eden's revisiting Versailles is, the alteration of the article or articles, which are laid to touch on the city of London's charter. That this and every thing else objectionable in the treaty, was not obviated by the negotiator before the treaty was signed, is no more wonderful than one man should not be fully acquainted with all the interests, and all the wishes, and all the charters of all the manufacturers in Great-Britain and Ireland—an extent of knowledge, which far outruns the utmost limits of human intellect. Had any man merely a merchant, been sent to conclude the treaty there would have been ten errors for one that now appears. Mr. Crawford was out six times longer than Mr. Eden; and he was able to do nothing.

Extract of a letter from Brussels, December 10.

"A commercial treaty is now negotiating between his Imperial majesty, as sovereign of the Low Countries, and the states general of Holland, by which it is expected that much wished for measure of opening the Scheldt, under proper and particular restrictions, will be accomplished. The Dutch seem more inclined to listen to a proposal of this kind, as the court of Versailles sanction it."

A letter from Cirencester says, "That a navigable work of a most arduous and extensive nature is now carrying on in that neighbourhood; which is nothing less than a junction between the Thames and Severn. In this undertaking a prodigious mountain of more than two miles and a quarter in length will be cut through, so that barges of 60 or 70 tons burthen may pass. Near two miles of this subterraneous work are nearly finished, and the whole navigation, which is 30 miles long, is expected to be finished in a year and a half, but was hitherto imagined to be impracticable. When completed, London will have a grand inland communication (by water) with almost all parts of England and Wales, so that the trade upon this navigation must be immense. The people near the part of it that is already finished, feel its good effects, by a considerable reduction in the price of coals."

PORTSMOUTH, (N. H.) *February* 13.

A person directly from Bennington, in the state of Vermont, informs, that he saw Shays, with a number of his officers, in that town a few days since—that they set off from thence for Canada, as was supposed in sleighs, having previously purchased a quantity of beef to support them on the journey; for which, together with his other expences, Shays paid in gold —He was observed to be very flush of guineas, &c.

PITTSBURGH, *February* 3.

The superintendant of Indian affairs has the pleasure to inform the public, that he on the 31st ult. had a conference with a chief of the Six Nations (whose veracity he thinks may be depended upon) by whom he is informed that in consequence of the speeches of Congress last summer, a deputation from the Six Nations were sent last fall to the westernly and northwesternly tribes of Indians within the United States territory, desiring them to behave themselves peaceably to the United States. That a part of this deputation are still among the nations mentioned, on that business, and that he thinks nothing prejudicial to the citizens of the United States is to be apprehended from any of the Indian nations, in consequence of the late conferences held among themselves, and that it is their further intention to depend upon their own councils, and not to follow the advice of a people who have so long led them astray.

PHILADELPHIA, *March* 2.

By the UNITED STATES in CONGRESS assembled, February 21, 1787.

WHEREAS there is provision in the articles of confederation and perpetual union for making alterations therein by the assent of a Congress of the United States and of the legislatures of the several states; and whereas experience hath evinced that there are defects in the confederation, as a mean to remedy which, several of the states, and particularly the state of New-York, by express instructions to their delegates in Congress, have suggested a convention for the purposes expressed in the following resolution, and such convention appearing to be the most probable mean of establishing in these states, a firm national government.

Resolved, That in the opinion of Congress it is expedient that on the second Monday in May next a convention of delegates who shall have been appointed by the several states be held at Philadelphia, for the sole and express purpose of revising the articles of confederation, and reporting to Congress and the several legislatures, such alterations and provisions therein, as shall when agreed to in Congress, and confirmed by the states, render the federal constitution adequate to the exigencies of government and the preservation of the union.

CHARLES THOMSON, Sec'ry.

ANNAPOLIS, *March* 15.

At a respectable meeting of voters of Anne Arundel county, on Elk-Ridge, on Saturday the 10th of March, 1787, after ten days notice of the time and place of meeting, and of the subjects proposed to be then taken into consideration, *Mr. Daniel Hopkins* was appointed clerk, and the following questions were proposed and considered by the meeting:

1st. THAT it is the opinion of this meeting, that an emission of paper money ON LOAN, to be received in payment of public and county taxes, is proper and necessary under the PRESENT circumstances of the people of this county.

Determined in the affirmative, very few dissenting.

2d. That it is the opinion of this meeting, that an emission of paper money *only* to *exchange* for certificates, granted by this state to officers and soldiers for the depreciation of their pay, or to *purchase* certificates issued by congress, is *improper*.

Determined *unanimously* in the affirmative.

3d. That it is the opinion of this meeting, that the general assembly ought to adopt some mode for the relief of *debtors*, as in the present *real* scarcity of gold and silver, to redeem their persons from imprisonment, they must surrender their property to their *creditors* at one half, or less than one half its actual worth; or, if sold on execution, they must sustain a greater loss, to the ruin of themselves and families, and the injury of other creditors.

Determined *unanimously* in the affirmative.

4th. That it is the opinion of this meeting, that the inhabitants of this state, entitled by the constitution to vote for delegates and electors of the senate, have an INDUBITABLE RIGHT to instruct *either* or *both* branches of the legislature, on any subject they may think proper; and that BOTH branches are *equally* bound by instructions, *freely* and *fairly* given by a *majority* of their *constituents*.

Determined *unanimously* in the affirmative,

5th. That this meeting highly approve the conduct of three of the delegates of this county, in voting for and supporting an emission of paper money, ON LOAN, to be received in taxes.

Determined in the affirmative, very few dissenting.

6th. That the clerk be requested to ſign and ſend a copy of the above proceedings to Meſſieurs Greens, and Mr. Goddard, for publication.

Determined in the affirmative, N. C. D.

DANIEL HOPKINS, clerk.

By his EXCELLENCY

WILLIAM SMALLWOOD, Eſquire,

GOVERNOR of MARYLAND,

A PROCLAMATION.

WHEREAS the ſenate ſtands adjourned to the twentieth day of April next, and the houſe of delegates to the twentieth of this inſtant, and affairs of great importance requiring the immediate conſideration of the legiſlature; I have therefore, in virtue of the powers with which I am inveſted, appointed Tueſday the tenth day of April next for the meeting and holding of the general aſſembly of this ſtate, of which the ſeveral ſheriffs are hereby enjoined to give public and due notice.

Given at Annapolis, this thirteenth day of March, in the year of our Lord one thouſand ſeven hundred and eighty-ſeven.

W. SMALLWOOD.

By his Excellency's command,
T. JOHNSON, jun. ſec.

WHEN falſehoods are maliciouſly propagated in anonymous publications to excite the jealouſy and reſentment of fellow-citizens againſt an individual, and to injure his reputation, it becomes an indiſpenſable duty to vindicate his character from ſuch aſperſions, however diſagreeable it may be to trouble the public with his private dealings and concerns.

In the Maryland Journal of the 2d inſtant, an extract of a ſuppoſed letter, dated as if really written from this city, was publiſhed under the Baltimore head, in which the writer has equally deviated from truth and decency.

He has moſt ridiculouſly and falſely ſtated the annual intereſt of monies, due to me on loan, to amount to twelve or fifteen thouſand pounds. The latitude of the expreſſion evinces, that he hazarded the aſſertion without the knowledge of facts, or proofs to eſtabliſh the allegation. The ſmalleſt ſum mentioned by this ſham leſs writer is greatly exaggerated beyond reality. He has aſſerted (and this is the only truth in his letter relating to me) that I have lately refuſed to lend money. I acknowledge the fact; I have refuſed, becauſe I have no money to ſpare, and becauſe I think it would be imprudent to lend, if I had it, while one branch of the legiſlature is ſo intent on the purſuit of meaſures, which appear to me ſubverſive of private and public confidence.

That I have *lately* lent (for ſuch is the implication) "*to particular characters in the ſenate, and to others who oppoſed paper money, and that I ſent laſt week a large ſum to Frederick county,*" are moſt impudent falſehoods, and ſeem to be publiſhed for the moſt infamous purpoſe. Four ſenators are indebted to me; three of theſe debts were created long before the late revolution; the other was contracted in January 1785, when there was not even a talk of paper money. Since that time I have not lent a ſingle ſhilling to any member of the ſenate. There is no part of mine, or of any other ſenator's character, which can give the leaſt countenance to a ſuſpicion, that I would lend to create, or that any one of them would receive money on the humiliating condition to ſubject himſelf to an improper influence. Were I ſo unprincipled as to aim at acquiring, by ſiniſter practices, an undue weight in the ſenate, and had I any cauſe to ſuſpect the members to be ſo diſhoneſt, as this writer baſely inſinuates, the lending them money would be the laſt mode, I ſhould adopt, to accompliſh my ends: For inſtead of producing the intended effect on ſuch men, it would only engage them in ſchemes to get rid of the debt, without making a real payment.

The letter-writer has aſſerted (contrary I am confident to his knowledge of the truth), "*that my influence in this government is great and extenſive from my vaſt riches.*" I do ſolemnly aver, that I have never in any occaſion attempted to ſway or control directly or indirectly, the political ſentiments of my debtors, or of others, in any other manner, than by giving publicly the reaſons of my oppoſition to the bills or laws, which I have oppoſed.

Is it poſſible that the letter writer can be ſo blinded, by his rage, as to believe, "*that the liberties of Maryland will be endangered by the increaſe and number of my debtors, and dependents;*" the ſuppoſition is ſo abſurd and improbable, that I ſhould only ſubject myſelf to ridicule, were I ſeriouſly to expoſe it.

What little influence I may have in this community is, I hope, derived rather from the opinion and confidence my fellow-citizens have of my attachment to liberty and juſtice, than from the influence of wealth; the one may conciliate eſteem and reſpect, the other is apt to excite envy and ill-will, and conſequently more likely to deſtroy, than give influence.

Ever ſince my entering into public life, I have been honoured with truſts of great importance, by the free and unſolicited ſuffrages of my countrymen; that I have diſcharged theſe ſeveral truſts with abilities, I have not the vanity to think; but I can ſay, with conſcious pride and truth, that I have endeavoured to promote, in voting upon all public queſtions, what I conceived to be the real intereſt of my country, without any particular or improper regard to my own.

The letter-writer has mentioned facts, and made inſinuations, which are untrue, and were meant to injure others, while he conceals himſelf. Theſe facts, and the imputed guilt, are denied; if he wiſhes to have any credit with, let him give his name to, the public, and openly endeavour to ſupport his charges, or ſubmit to the diſgrace of having calumniated innocent men, and of not daring to avow the calumny.

CHARLES CARROLL, of Carrollton.

Annapolis, March 10, 1787.

To the PUBLIC.

THE ſubject in diſpute between Mr. Jenifer and me having been fully diſcuſſed, I did not intend to make any further reply. His laſt publication, however, will induce me once more to expoſe his vanity, baſeneſs and folly. To do juſtice to his character he is one of the moſt *ſhameleſs* and *abandoned impoſtors* that ever diſgraced human nature.

G. DUVALL.

In Mr. Jenifer's publication in No. 2094, in the 3d column of the 1ſt page, 4th line from the bottom, for *aſſigned* pretence, read *a feigned* pretence.

March 11, 1787.

Lately imported by captain Fenwick, and to be ſold by the ſubſcriber, in Annapolis,

A VARIETY of ladies cuſhions of the neweſt faſhion, curls and elegant brades of various colours.

1 JAMES REID.

THE ſubſcriber has juſt received a large aſſortment of faſhionable London plated ware, among which are the following: tea-urns, ſauce-tureens, bread baſkets, oval caſtors, coffee-pots, tea ditto, mugs, goblets, waiters, cream-jugs, candleſticks, ſalts, muſtard-tankards, ſugar-baſons, ditto tongs, punch ladles and bowls, ſtrainers, plated buckles and ſpurs, which he will ſell low for caſh or good bills on London.

1 STEPHEN CLARK.

Waſhington county, March 10, 1787.

NOTICE is hereby given, that I intend to apply to the general aſſembly, at the enſuing ſeſſion, for an act to confirm my title to a tract of land in Waſhington county called Charlemont, and other lands which have been confiſcated and ſold as the property of Higinbothom's heirs.

10s 16/10 ELIZABETH JACKSON.

NOTICE is hereby given, that James Semmes, Edward Semmes, and Joſeph Milburn Semmes, ſons of Thomas Semmes, of Charles county, intend to petition the next general aſſembly for an act to be paſſed to appoint truſtees for the purpoſe of ſelling a tract of land, lying and being in ſaid county, called Hall's Lot, containing about one hundred and thirty acres, in order to ſatisfy and pay a certain debt due from the father of the petitioners to a certain Joſeph Semmes, formerly of Maryland, but now of Liege, in Europe. 1 Zephaniah Turner

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March 11, 1787.

The imported horſe

CARDINAL PUFF,

WILL cover this ſeaſon, at Samuel Harriſon, junior's, plantation, near Herring Bay, in Anne Arundel county, at five guineas a mare, and a dollar the groom.

CARDINAL PUFF is full fifteen hands three inches high, and is allowed by the beſt judges to be a horſe of great ſtrength and beauty; he was got by Cardinal Puff, his dam by Banſy, and his grand-dam by Match 'em. The following extract is from Meſſrs. Wallace, Johnſon and Muir's letter, "We have purchaſed for you a very fine horſe, only five years old, bred by lord Groveſnor, and as high blooded as any horſe in the kingdom."

Good paſturage at two ſhillings and ſix-pence per week, and proper care taken of the mares, but eſcapes will not be accounted for. Boy! Hanſon

N. B. Three guineas ſent with the mares, or four guineas paid by the firſt day of September next, will be taken in lieu of the above five guineas. 1

Prince-George's county, March 10, 1787.

SLIPPERY JACK,

THE property of the ſubſcriber, will cover mares this ſeaſon at three pounds each, at the ſubſcriber's, about ſeven miles from Bladenſburg, and nearly the ſame diſtance from Snowden's iron-works; he is a fine black, full fifteen hands high, is well formed, and has a ſufficient ſhare of ſtrength and bone; he is in high condition, and his blood is good; his pedigree will be hereafter inſerted.

10s 7/6 CHARLES DUVALL.

N. B. The ſubſcriber trains horſes for the turf with care and attention on reaſonable terms. C. D.

I HEREBY requeſt the favour of all perſons who have any juſt claims againſt me to bring them in legally proved, and likewiſe moſt earneſtly deſire all perſons indebted to me to make immediate payment, as I am determined to give no longer indulgence.

2 BENJAMIN FAIRBAIRN.

To be SOLD, on Thurſday the 29th of March, at the dwelling of the late Samuel Brogden, if fair, if not the next fair day, on credit with approved ſecurity, (the terms of credit to be made known on the day)

SEVERAL very valuable negroes, men, women and children, ſmall girls and boys; ſome houſehold and kitchen furniture, plantation utenſils, an half blooded mare by Chatham, and a horſe cart.——The creditors are requeſted to attend the ſale, and to make their claims known on or before the day.

3X WILLIAM BROGDEN, adminiſtrator.

Anne-Arundel county, January 26, 1787.

To be SOLD, by the ſubſcriber, at his dwelling houſe, on Saturday the 17th of March next,

SUNDRY valuable negroes and ſtock, amongſt the ſtock is a very fine breeding mare, now with foal by Sweeper, and two colts got by high bred horſes out of the above mare. The terms will be made known on the day of ſale, by

7X HENRY MAY.

Harford county, ſtate of Maryland, February 10, 1787.

To be SOLD,

TWO blooded ſtallions, the property of the late Mr. John Patterſon, viz. the noted horſe ROCHESTER, who, for activity, elegance, and pedigree, is exceeded by none on this continent; his performance on the turf is ſo well known to moſt of the ſportſmen of this ſtate, as to render recapitulation needleſs. ROMULUS, an elegant full blooded horſe, (except a ſmall mixture of the hunter) full ſixteen and an half hands high, eight years old this ſpring, was eſteemed a good runner until he met with a ſmall lameneſs in training, which he has now got over; the above horſes will be ſold on a credit, the purchaſer giving bond and approved ſecurity, if not ſold by the twentieth of March next, they will be farmed for the ſeaſon. There is likewiſe for ſale at the ſame place a handſome mare, three quarters blood, very gay, and a good hack, with an elegant filley, riſing two years old, got by Rocheſter, equal in figure and ſize to any thing in the ſtate. Any perſon inclining to purchaſe or to farm either of the above ſtud horſes, will meet with a good bargain by applying to the ſubſcriber, living four miles on the road from Buſh-town to Havre-de-Grace. All perſons indebted to the eſtate of the above John Patterſon, deceaſed, are requeſted to make payment, and thoſe who have any claims againſt the eſtate are deſired to bring them in, that they may be adjuſted and paid by 5w

5X GEORGE PATTERSON, adminiſtrator.

Charles county, February 1, 1787.

On Monday the 9th day of April next, if fair, if not the next fair day, will be offered for ſale, at the ſubſcriber's dwelling houſe, near Newport,

SEVERAL valuable country born negroes, conſiſting of men, boys, women and children. Twelve months credit will be given to the purchaſers, if required, on giving bond on intereſt with approved ſecurity.

2 WILLIAM D. BRISCOE.

Juſt Publiſhed, and to be SOLD, at the Printing-Office, Annapolis, and at the Poſt-Office, Baltimore, Price 7/6,

THE

LAWS

Of November Seſſion, 1786.

THE

COLUMBIAN MAGAZINE,

For September, October, November, December, and January, Price 1/10 each, to be SOLD at the Printing-Office, where SUBSCRIPTIONS, at 20/ a Year, are taken in. 2

TO BE RENTED,

THE STORE-HOUSE, now in the Occupation of Meſſieurs Charles and William Steuart. Inquire of the Printers. 2

January 10, 1787.

WE, the ſubſcribers, juſtices of Charles county, not being at court when Mr. Hanſon, Mr. Dent, Mr. Samuel Hanſon, and Mr. Richard Barnes, ſigned an advertiſement for the preſs, declaring in what manner they thought the buſineſs of the court ought to be carried on for the future, do certify, that we ſhall readily concur in adopting the method therein propoſed, and requeſt the printers to give this a place in the Maryland Gazette.

J. PARNHAM,
BENNETT DYSON,
GEORGE LEE.

3X

ANNAPOLIS: Printed by F. and S. GREEN, at the POST-OFFICE, *Francis-Street.*

SUPPLEMENT TO THE MARYLAND GAZETTE.

THURSDAY, MARCH 15, 1787.

SIX GUINEAS REWARD.

Upper Marlborough, February 25, 1787.

WENT away from the ſubſcriber, the 25th of January laſt, a negro man named JOE, forty-five years old, about five feet eight or nine inches high, has loſt ſome of his upper fore teeth, and the ſight of one of his eyes a little injured; had on a double breaſted jacket of coarſe blue cloth, with a ſlaſh ſleeve and large black horn buttons, breeches of blue figured plush, and country made ſhoes and ſtockings, and took other cloaths with him; he paſſed South river ferry ſoon after his eſcape, and ſaid he belonged to Mr. Ralph Forſter, of Hill's Delight, and was going home; he is well acquainted with the negroes of that neighbourhood, Annapolis and Baltimore, carries razors, combs and powder bag, and is fond of acting as a barber, has been uſed to waiting on gentlemen, and is fond of liquor. Any perſon ſecuring ſaid negro, ſo that I get him again, ſhall receive if taken twenty miles from home two guineas, if forty miles four guineas, and if out of the ſtate ſix guineas, and all reaſonable charges if brought home.

2 D. MAGRUDER.

SCHEME OF A LOTTERY,

FOR the diſpoſal of a large and valuable collection of Books conſiſting of three thouſand and eight volumes in folio, quarto, octavo and duodecimo, by the moſt eſteemed authors, in Agriculture, Aſtronomy, Arithmetic, Biography, Chymiſtry, Commerce, Divinity, Gardening, Geometry, Hiſtory, Huſbandry, Law, Military affairs, Mathematics, Medicine, Philoſophy, Navigation, Painting, Poems, Phyſic, Rhetoric, Surgery, Voyages, Travels, Plays, Novels, Magazines, Literary Journal, &c. &c.

1 Prize of	500 Dollars, is	500	Dollars.
1 do.	300 do.	300	do.
1 do.	200 do.	200	do.
2 do.	100 do.	200	do.
4 do.	50 do.	200	do.
8 do.	25 do.	200	do.
250 do.	16 do.	2400	do.
167 Prizes.		4000	Dollars.
333 Blanks.			
500 Tickets at 8 Dollars,		4000	

3

N. B. The Lottery will begin drawing on the firſt day of October next, or ſooner, if the Tickets are ſold, under the inſpection and by direction of Meſſieurs Wallace and Muir, who will ſee the Prizes advertiſed and delivered as ſoon as drawn.

TICKETS to be had at Meſſieurs GREENS Printing Office, and of Mr. STEPHEN CLARK, at his Book Store, in Church-ſtreet, Annapolis, where the Books, and a Catalogue of them may be ſeen.

The ſubſcriber, deſirous of giving general ſatisfaction, purpoſes that each adventurer who ſhould have a prize of books drawn againſt the number of his ticket, and the books ſo drawn ſhould not ſuit his taſte, may, if required, exchange them for others, or any ſort of jewellery, ſilver watches, plated ware, gold and ſilver lace, cutlery, gentlemen and ladies pocket books, blank books, and prints, or any ſort of goods the ſubſcriber may have in his ſtore at the time of drawing.

STEPHEN CLARK.

N. B. A ſtout ſet negro girl to be ſold by private ſale for caſh.

2

Bladenſburg, February 12, 1787.

I HEREBY forewarn all perſons from taking an aſſignment on my bond to Joſhua Wilſon Selby, as I am determined not to pay the ſame.

3 X JOHN BEALL.

February 6, 1787.

NOTICE is hereby given, that the ſubſcribers, heretofore veſtrymen of St. Paul's pariſh, lying partly in Queen-Anne's and partly in Talbot counties, intend to petition the general aſſembly at their next ſeſſion, on behalf of themſelves and the repreſentatives of the late Mr. Thomas Wright and Mr. Jacob Seth, to be reimburſed the monies which the ſubſcribers, and the above deceaſed gentlemen, took up on their own credit, and expended on the new church in the ſaid pariſh, generally called Cheſter Church; and alſo to be enabled to diſcharge any reaſonable and juſt claim againſt them on account of the ſaid building which may ſtill remain unſatisfied.

N. B. The acounts of particulars, ſhewing the applications of the tobaccoes levied and monies taken up, are with Mr. Richard Tilghman Earle, and may be inſpected by any perſon who deſires.

4 RICHARD T. EARLE,
CHARLES PRICE,
WILLIAM HOPPER,
RICHARD TILGHMAN.

Annapolis, January 1, 1787.

ALL perſons indebted to the eſtate of colonel William Hyde, late of this city, deceaſed, are requeſted to make immediate payments; as there are balances remaining in the hands of ſeveral of the late ſheriffs, in order that it may be more convenient to thoſe on the eaſtern ſhore, the ſubſcriber will authoriſe ſome perſon to receive the ſums due from them at the general court in April next, when it is hoped they will pay; thoſe on this ſide the bay are requeſted to make payment to the ſubſcriber; thoſe who have claims againſt the ſaid eſtate are deſired to bring them in legally proved, to

WILLIAM GOLDSMITH, adminiſtrator of William Hyde.

N. B. Colonel Hyde in his life-time lent ſeveral books and other things which have not been returned, and as ſome of the books were borrowed by colonel Hyde, I ſhould be much obliged to thoſe who have them to return them to me,

5 W. G.

FIVE POUNDS REWARD.

Upper Marlborough, Prince-George's county, September 12, 1786.

RAN away from the ſubſcriber, on the 4th of June, a negro man named CHARLES, twenty-five years of age, a ſhort thick fellow, about five feet ſix inches high, has a ſhort flat noſe, a very bushy head of hair, thick lips, with a lump on the upper one, he is a handy fellow, and works well at the whip ſaw; had on when he went away his common working dreſs; I have reaſon to believe he has other cloaths with him, but cannot particularly deſcribe them, therefore he probably may change his apparel. As I purchaſed him of Notley Young, Eſq; on Patowmack, I apprehend he is lurking about in that neighbourhood. Whoever takes up and ſecures the ſaid fellow, ſo that his maſter may get him again, ſhall receive if above ten miles from home thirty ſhillings if out of the county forty ſhillings, and if out of the ſtate the above reward, including what the law allows, paid by

14 WILLIAM BOWIE, 3d.

February 13, 1787.

ALL perſons indebted to the eſtate of the reverend Walter Magowan, late of St. James's pariſh, deceaſed, are requeſted to ſettle the ſame, and thoſe who have claims againſt the ſaid eſtate are deſired to make them known, to

3 X WILLIAM STEUART, JOHN WEEMS, } adminiſtratrs.

NOTICE is hereby given, that H. Addiſon, of the county of Prince George, clerk, and his ſon, propoſe to petition the honourable general aſſembly, at their next ſeſſion, touching certain confiſcated property of the ſaid Addiſon.

5

Annapolis, July 21, 1786.

Lands for Sale.

THE ſubſcriber has for ſale all that tract of land called Beall's Plantation and Snowden's Reputation Supported, containing about 700 acres, ſituated on the Head of South river, about three miles from navigable water, and contiguous to the eſtate of Mr. Richard Hopkins, of Gerard.

This is a moſt eligible ſituation, being twelveabout miles from the city of Annapolis, twenty-eight from Baltimore-town, twenty four from George-town, and ſeven from the inſpection houſes of Indian Landing and Queen-Anne is well adapted for corn, wheat, and particularly tobacco, alſo well timbered and watered, a very good mill ſtream runs through it; there is ſome meadow ground, and much more may be made.

The improvements upon it are, a good dwelling houſe with three large rooms on each floor, kitchen, quarter, cornhouſe, ſtables, tobacco houſe, a very fine apple orchard, together with a number of other valuable fruit trees.

Mr. Richard Hopkins will ſhew the premiſes above mentioned; further particulars may be had of the printers, of Meſſieurs William Patterſon and brothers, Baltimore, or of tf

JOHN WADDINGTON, in Philadelphia.

N. B. If a purchaſer don't offer ſoon for the above plantation it will be rented. Mr. Waddington will be at Mr. Mann's tavern the middle of March, and will treat for it.

27

February 15, 1787.

NOTICE is hereby given, that application will be made to the next ſeſſion of aſſembly to make valid a deed of bargain and ſale bearing date the 19th September, 1759, from Henry Rozier and Eleanor his wife, to Edward Neale, and to veſt the real eſtate therein mentioned in the perſons who ought to poſſeſs the ſame, agreeable to the intention of the parties to the ſaid deed.

2 HENRY ROZIER,
ELEANOR ROZIER,
FRANCIS HALL,
MARTHA HALL,
BENJAMIN YOUNG.

with my anſwer, and many copies diſperſed; and it appears you had the report, for you have publiſhed in your laſt, a whole paragraph of it. At all events as the proceedings of the aſſembly might have been of the cauſe you have brought into diſcuſſion, and have taked up a number of abſurd, frivolous, and

verſion. Conſcious of the weakneſs of your defence wiſhing to divert the public attention from it, you

your with your name on it, [illegible] included as patent land. There is on the proprietary plot a tract of land called Privilege, whether patented or leaſed does not appear, but this land is not noted in the plot

WHEREAS in conſequence of certain intelligence, that a combination of numerous tribes of hoſtile Indians had actually commenced war on the weſtern frontiers, the United States in Congreſs aſſembled did, on the 20th October laſt, reſolve in the manner and form following, to wit:

"RESOLVED *unanimouſly*, That the number of one thouſand three hundred and forty non-commiſſioned officers and privates be raiſed for the term of three years, unleſs ſooner diſcharged, and that they, together with the troops now in ſervice, be formed into a legionary corps, to conſiſt of 2040 non-commiſſioned officers and privates." "That the additional troops be raiſed by the following ſtates, viz.

New-Hampſhire	260	Infantry and artillery.
Maſſachuſetts	660	
Rhode-Iſland	120	
Connecticut	180	

Maryland and Virginia each 60 cavalry, making 120; That the pay and allowances to the troops to be raiſed by this reſolve, be the ſame as eſtabliſhed by the act of congreſs of the 12th April, 1785," and,

"That the board of treaſury contract for a ſupply of cloathing and rations, at ſuch places, and in ſuch quantities, as the ſecretary at war ſhould judge neceſſary."

And, whereas for the more effectual carrying into execution the aforeſaid act, the United States in congreſs did, on the 21ſt October laſt, reſolve further in the manner following, to wit:

"RESOLVED *unanimouſly*, That the ſeveral ſtates in the confederacy be, and they are hereby required to pay into the federal treaſury, on or before the firſt day of June, 1787, the ſum of 530,000 dollars, which ſums are as follow," viz.

New-Hampſhire	18,603
Maſſachuſetts	79,288
Rhode Iſland	11,390
Connecticut	46,746
New-York	45,368
New-Jerſey	29,415
Pennſylvania	72,504
Delaware	7,950
Maryland	49,979
Virginia	90,630
North-Carolina	38,478
South-Carolina	30,973
Georgia	5,671

Which ſums when paid ſhall be paſſed to the credit of the ſtates reſpectively, on the terms preſcribed by the reſolves of congreſs of the 6th day of October, 1779; and that the monies ariſing from the ſaid requiſition be and hereby are appropriated for the pay and ſupport of the troops on the preſent eſtabliſhment.

"RESOLVED *unanimouſly*, That the board of treaſury be, and they are authoriſed and directed to open a loan immediately to the amount of five hundred thouſand dollars, at ſix per cent. per annum, on the credit of the foregoing requiſition, which they are hereby authoriſed to pledge to the lenders for the faithful reimburſement of the monies loaned with the intereſt thereof."

Now therefore, The commiſſioners of the board of treaſury of the United States, by virtue of the powers in them veſted by the reſolve aforeſaid, have agreed to open a loan for the ſum of five hundred thouſand dollars, in the mode and on the terms following, to wit:

1ſt. Subſcription books for the purpoſe above mentioned ſhall, without delay, be opened at the reſpective loan offices in the ſeveral ſtates, in which ſhall be entered the names, occupations, and places of reſidence of the ſubſcribers, together with the date and amount of the ſeveral ſubſcriptions. Provided always, that no ſubſcription ſhall be received for a leſs ſum than four hundred dollars.

2d. At the time of ſubſcription the parties ſhall pay down one fourth part of the amount thereof, and the remainder in three inſtalments, viz. One third at the end of three months, after the firſt depoſit; one third at the end of ſix months; and one third at the end of nine months.

3d. The ſubſcribers to the loan ſhall be entitled to intereſt on the ſums by them reſpectively ſubſcribed, at the rate of ſix per cent per annum, computed from the date of the firſt depoſit, which intereſt ſhall be annually paid in gold or ſilver coin, at the ſeveral offices where the ſubſcriptions are entered; but as this privilege of paying by inſtalments is highly beneficial to the ſubſcribers, it is conditioned, That on ſubſcriptions not completed, the ſums actually advanced ſhall only be demandable at the period fixed for the redemption, without any intereſt computed thereon.

4th. Receipts ſhall be given for the payments at the different inſtalments, and at the end of nine months, on the ſaid receipts being produced at the office where the ſubſcriptions were entered, they ſhall be cancelled, and the ſubſcribers or their legal repreſentatives ſhall recive formal obligations on the part of the United States, acknowledging the loan of the money in purſuance of the reſolves of congreſs of the 21ſt October laſt; and ſtipulating the period of redemption, with an intereſt of ſix per cent. per annum, till paid, computed from the date of the firſt depoſit; and for the greater convenience of the lenders, they ſhall receive the amount of their reſpective ſubſcriptions, in certificates of the following denominations according to their option.

In Certificates of 1000, 500, 400, 300, 200, 100 dollars each.

5th. The period of redemption of the principal ſums ſubſcribed to the above loan, ſhall be on the laſt day of December 1788, and the ſame ſhall be paid in gold or ſilver coin, to the parties or their legal repreſentatives. Provided always, That a right be reſerved to the United States of paying off the ſame at any period ſubſequent to the laſt day of December, 1787, giving public notification of ſuch their intention throughout the ſeveral ſtates, at leaſt one month previous thereto.

6th. To enſure the reimburſement of the capital to the reſpective ſubſcribers, the commiſſioners of the board of treaſury engage, that as they ſhall be able from time to time to aſcertain the ſubſcriptions made in the ſeveral ſtates, they will draw warrants in purſuance of the preſent requiſition on the reſpective receivers of taxes for the whole amount of the ſums ſubſcribed in the ſtates, and that the ſame ſhall, at no time thereafter, enter into the general diſburſements of the treaſury, but ſhall be punctually and diſtinctly appropriated for the redemption of the principal and intereſt of the monies ſubſcribed to the preſent loan.

IN witneſs whereof, we have hereunto ſet our hands and affixed the ſeal of office, this twenty third day of November, one thouſand ſeven hundred and eighty-ſix, by virtue of the powers in us veſted by an act of the United States in congreſs of the 21ſt October, 1786.

SAMUEL OSGOOD,
WALTER LIVINGSTON,
ARTHUR LEE,
} commiſſioners of the board of treaſury.

We whoſe names are hereunto ſubſcribed do engage to pay in gold or ſilver coin to Thomas Harwood, eſq; commiſſioner of the loan-office for the ſtate of Maryland, the ſums annexed to our reſpective names on the conditions above ſpecified.

BOARD *of* TREASURY *of the* UNITED STATES.

November 20, 1786.

THE United States in congreſs, having by their act of the 20th October laſt, directed the board of treaſury to contract for the cloathing and rations neceſſary for the troops to be raiſed in purſuance of the act above mentioned; and having further by their act of the 21ſt of the ſaid month, made a ſpecial requiſition on the ſeveral ſtates, for the ſum of five hundred thouſand dollars, to be expreſsly applied for the pay and ſupport of the troops on the preſent eſtabliſhment,

The COMMISSIONERS *of the* BOARD *of* TREASURY, HEREBY GIVE NOTICE,

That propoſals will be received at their office till the 20th day of December next inclusive, for the ſupply of all rations, which may be required for the troops on the preſent eſtabliſhment from the 1ſt day of January, to the 31ſt day of December 1787, (both days inclusive) at any place, or places betwixt the ſtate of New-Hampſhire, and York-town in the ſtate of Pennſylvania, both places inclusive; provided the ſame be not further north than Saratoga, in the ſtate of New-York.

And for all rations which may be required from the 1ſt day of June to the laſt day of December 1787, (both dates inclusive) at the places, and within the diſtrict herein after mentioned.

At any place or places betwixt York-town, in the ſtate of Pennſylvania, and Fort Pitt; and at Fort Pitt.

At any place or places betwixt Fort Pitt, and Fort M'Intoſh on the river Ohio; and at Fort M'Intoſh.

At any place or places betwixt Fort M'Intoſh, and the mouth of the river Muſkinghum; and at the mouth of the ſaid river Muſkinghum.

At any place or places betwixt the mouth of the ſaid river Muſkinghum, and the mouth of Scioto river; and at the mouth of the ſaid river Scioto.

At any place or places betwixt the mouth of the Scioto river and the mouth of the great Miami; at the mouth of the great Miami; and from thence to the rapids of the falls of the Ohio; and at the ſaid rapids.

At any place or places from the mouth of the Miami river, to the Miami Village; and at the Miami Village.

From the Miami Village to Sanduſky, and at Sanduſky, from Sanduſky to the mouth of Cayoga river.

At any place or places betwixt Fort Pitt, and Venango, and at Venango.

At any place or places betwixt Venango, and Le Bœuf, at Le Bœuf; betwixt Le Bœuf and Preſq' Iſle; at Preſq' Iſle, and betwixt Preſq' Iſle and the mouth of Cayoga river.

At the mouth of Cayoga river, and at any place or places on the route from Fort Pitt to the mouth of Cayoga river.

Should any rations be required at any places, or within other diſtricts, not ſpecified in theſe propoſals; the price of the ſame to be hereafter agreed on betwixt the ſecretary at war, and the contractor.

The ration to be ſupplied, is to conſiſt of the following articles, viz.

One pound of bread or flour,
One pound of beef, or 3-4lb. of pork,
One gill of common rum,

7 { One quart of ſalt, Two quarts of vinegar, Two pounds of ſoap, One pound of candles, } Per 100 rations.

The propoſals muſt aſcertain the prices of the component parts of the ration; and ſpecify the longeſt credit, and the terms of payment, which the perſons who offer are willing to engage on.

Thoſe who incline to contract, may at their option, ſend in propoſals for ſupplying the rations at all the places mentioned, in this advertiſement; or ſeparate propoſals for ſupplying the rations iſſuable betwixt the ſtate of New-Hampſhire and York-town in the ſtate of Pennſylvania. And thoſe which are iſſuable from York-town, to, at, and for any of the places which are particularly ſpecified.